

1 J. Stephen Peek, Esq.
 Nevada Bar No. 1759
 2 Deanna C. Brinkerhoff, Esq.
 Nevada Bar No. 11066
 3 HOLLAND & HART LLP
 3800 Howard Hughes Parkway, 10th Floor
 4 Las Vegas, Nevada 89169
 (702) 669-4600
 5 (702) 669-4650 – fax
speek@hollandhart.com
dcbrinkerhoff@hollandhart.com

7 *Attorneys for Defendants Sterling Aviation*
Insurance Services, LLC; Sterling & Sterling,
 8 *Inc.; Sterling & Sterling*
of Florida, LLC

10 UNITED STATES DISTRICT COURT

11 DISTRICT OF NEVADA

12 AVIATION INSURANCE HOLDINGS, INC., a
 Nevada corporation,

13 Plaintiff,

14 vs.

15 CARL S. SHEPHARD, f/k/a CARL S.
 16 BALDEY, a Florida resident; STERLING
 AVIATION INSURANCE SERVICES, LLC,
 17 a Florida limited liability company;
 STERLING & STERLING OF FLORIDA,
 18 LLC, a Florida limited liability company;
 STERLING & STERLING, INC., a New York
 19 corporation; and STERLING AVIATION,
 LLC, a New York limited liability company.

20 Defendants.

Case No.: 2:10-cv-02201-RLH-GWF

**STIPULATION AND ORDER
 MODIFYING THE TEMPORARY
 RESTRAINING ORDER ISSUED ON
 FEBRUARY 4, 2011
 (Stand Still Agreement)**

21
 22 Plaintiff Aviation Insurance Holdings, Inc. ("Plaintiff"), Defendant Carl S. Shephard
 23 ("Shephard"), and Defendants Sterling Aviation Services, LLC, Sterling & Sterling of Florida,
 24 LLC, and Sterling & Sterling, Inc. (collectively, "Sterling"), by and through their respective
 25 counsel of record, hereby agree and stipulate as follows:

26 1. The parties have entered into this stipulation so as to give them time to explore a
 27 possible resolution of this matter.

28 2. The Temporary Restraining Order entered by this Court on February 4, 2011, is

Holland & Hart LLP
3800 Howard Hughes Parkway, Tenth Floor
Las Vegas, Nevada 89169

1 hereby modified as follows:

2 3. The hearing on Plaintiff's Motion for Preliminary Injunction, presently scheduled
3 for February 17, 2011, is hereby vacated.

4 4. For purposes of this Order, "Clients" are defined as any customer falling within
5 the final sentence of ¶ 2.05(a) of Shephard's Employment Contract. "Clients of Sterling" shall
6 be defined as persons or entities who have chosen to send a Broker of Record letter appointing
7 Sterling as their insurance broker after January 27, 2011, and before February 10, 2011, which
8 has not been withdrawn or rescinded by the client in writing. "Clients of Plaintiff" shall be
9 defined as persons or entities who have not sent a Broker of Record letter appointing Sterling as
10 their insurance broker as of February 10, 2011.

11 5. Sterling, through any employee, including Shephard or Michael O'Donnell (post
12 all, "Sterling"), will not solicit any "Clients of Plaintiff."

13 6. Sterling is not restrained from performing insurance services for any current
14 client, so long as that client was not solicited in violation of paragraph 5 of this Order. Thus, any
15 employee of Plaintiff, and any employee of Sterling, specifically including but not limited to
16 Shephard and Michael O'Donnell, may perform insurance services for clients. Solicitation by
17 Sterling of Clients of Plaintiff remains strictly prohibited (by) Sterling.

18 7. The parties agree that any party may send a copy of this Order to clients and
19 insurance companies with a cover letter indicating that they are free to do business with and have
20 insurance services performed by the parties hereto, without being in violation of any Order from
21 this Court, except as provided herein. Any such letters shall be copied to the other parties.

22 8. Plaintiff has filed an action in federal court in Florida to restrain and enjoin
23 Sterling employee Michael O'Donnell in Florida. Plaintiff agrees that it will not serve
24 O'Donnell or seek an Order from the Florida court against O'Donnell while this Order is in place
25 which prohibits O'Donnell from servicing Sterling clients free from the pain of contempt.

26 9. In the event that the parties have not resolved their dispute by February 25, 2011,
27 either party may file a notice with this court indicating the matter has not resolved and Plaintiff's
28 Motion for Preliminary Injunction shall be placed back on calendar by this Court. In the event

1 this is necessary, the parties agree to the following briefing schedule:

- 2 a. Defendants' Oppositions to the Motion for Preliminary Injunction shall be filed
3 on or before March 2, 2011.
- 4 b. Plaintiff's Reply in support of its Motion for Preliminary Injunction shall be filed
5 on or before March 15, 2011.
- 6 c. The hearing on Plaintiff's Motion for Preliminary Injunction shall be reset for a
7 date after March 15, at the convenience of the Court. The parties may jointly
8 apply for this hearing date to be vacated or postponed.

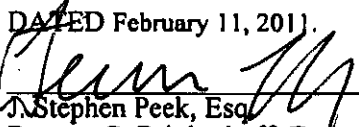
9 10. Until February 25, 2011, the parties shall refrain from additional filings in Court,
10 including but not limited to filing an Answer to the Complaint or providing initial disclosures,
11 unless an extreme emergency must be brought to the Court for disposition, and only after the
12 party seeks a Stipulation.

13 11. Sterling's Emergency Motion for Modification and/or Clarification of Temporary
14 Restraining Order, Pursuant to FRCP 65(b)(4), and Request for Order Shortening Time Pursuant
15 to LR 6-1, [Doc. 17] filed February 7, 2011, and Plaintiff's Motion for Leave to File
16 Supplemental Response to Sterling's Emergency Motion for Modification and/or Clarification of
17 Temporary Restraining Order, [Doc. 22] filed February 9, 2011, are hereby withdrawn.

18 12. This Order shall remain in effect until the parties stipulate otherwise, or until a
19 hearing on Plaintiff's Motion for Preliminary Injunction is held.

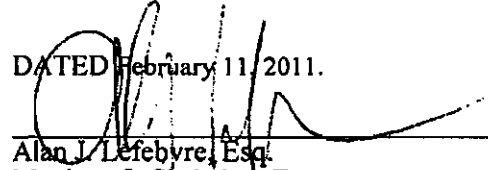
20 13. This stipulation shall not alter the relative legal postures of the parties regarding
21 legal contentions or damages.

22 DATED February 11, 2011.

23 
24 J. Stephen Peek, Esq.
Deanna C. Brinkerhoff, Esq.
HOLLAND & HART LLP
3800 Howard Hughes Parkway, 10th Floor
Las Vegas, Nevada 89169

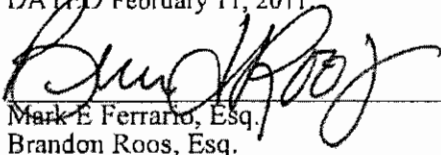
26 *Attorneys for Defendants Sterling Aviation*
27 *Insurance Services, LLC; Sterling & Sterling,*
28 *Inc.; Sterling & Sterling*
of Florida, LLC

DATED February 11, 2011.


Alan J. Lefebvre, Esq.
Matthew J. Christian, Esq.
Kolesar & Leatham CHTD.
3320 W. Sahara Avenue, Suite 380
Las Vegas, Nevada 89102

Attorneys for Plaintiff

1 DATED February 11, 2011.

2 

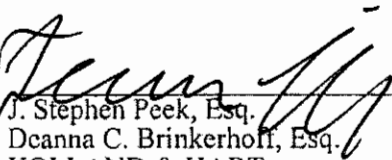
3 Mark E. Ferrario, Esq.
4 Brandon Roos, Esq.
5 Greenberg Traurig
3773 Howard Hughes Pkwy, Suite 400
Las Vegas, Nevada 89169

6 *Attorney for CARL S. SHEPHARD, f/k/a CARL*
7 *S. BALDEY, a Florida resident*

8
9 IT IS SO ORDERED this ____ day of February, 2011.

10
11 UNITED STATES DISTRICT JUDGE

12
13 Submitted by:

14 

15 J. Stephen Peek, Esq.
16 Dcanna C. Brinkerhoff, Esq.
17 HOLLAND & HART LLP
3800 Howard Hughes Parkway, 10th Floor
Las Vegas, Nevada 89169

18 *Attorneys for Defendants Sterling Aviation*
19 *Insurance Services, LLC; Sterling & Sterling,*
20 *Inc.; Sterling & Sterling*
21 *of Florida, LLC*

Holland & Hart LLP
3800 Howard Hughes Parkway, Tenth Floor
Las Vegas, Nevada 89169